

LEHMAN BROTHERS

RUTH E. HOROWITZ
MANAGING DIRECTOR

December 18, 2007
Revised December 20, 2007
Revised December 21, 2007

Edward Park
130 West 30th Street
Apt. 15A
New York, NY 10001

Dear Edward,

We are delighted to confirm our offer of employment to join Lehman Brothers ("the Firm") in the Merchant Banking Group of the Private Equity Investments division. Your title of Managing Director will be submitted for official approval by the Executive Committee of our Board of Directors as part of the next quarterly approval process.

As discussed, we expect your employment to begin on or about January 2, 2008. Your compensation will be as follows:

Your base salary will be \$200,000, payable in biweekly installments in accordance with our customary payroll practices. For the 2008 performance year (your start date through November 30, 2008), you will be paid total compensation (including base salary) in an amount not less than \$2,000,000, of which the bonus component will be payable on or about January 31, 2009. For the 2009 performance year (December 1, 2008 through November 30, 2009), you will be paid total compensation (including salary) in an amount not less than \$2,000,000, of which the bonus component will be payable on or about January 31, 2010.

The foregoing salary will be paid for all periods of your active employment with the Firm in performance years 2008 and 2009. Your total compensation for the 2008 and 2009 performance years will be paid to you, at times and amounts stated except that they will not be payable if, before the applicable bonus payment dates, you have resigned or have been terminated from the Firm because of misconduct, breach of Firm policies or rules, dishonesty, violation of laws or regulations, or substantial and continuing failure to perform employment duties or obligations satisfactorily. Your total compensation set forth above may be reduced in the event of an approved leave of absence during the applicable performance year.

At the Firm's discretion, a portion of your total 2008, 2009 and future years' total compensation (combined base salary, bonus, and other compensation) will be payable in conditional equity awards (restricted stock units, options, and/or other equity-based awards) pursuant to the Firm's Equity Award Program as then generally in effect for employees at your level. The terms and conditions of the Equity Award Program, including terms and conditions relating to vesting, exercisability, and forfeiture, will be

Page 2

established by the Firm from time to time in its discretion. Based on information that you have provided, you are eligible for a service credit for purposes of "Full Career" treatment under the applicable terms of equity awards you may receive during your employment with the Firm, provided you remain employed with the Firm through the third anniversary of your start date.

All payments described in this letter will be subject to applicable payroll and income tax withholding and other applicable deductions. Your compensation for all periods after performance year 2009 will be determined at the Firm's discretion.

Provided that you have worked full time and have not resigned or been terminated from the Firm for Cause, you will be eligible to purchase a portion of the Firm's share of the profits (the "carried interest") in Lehman Brothers Merchant Banking Partners IV. This purchase will be subject to the terms of the Partnership Agreement for the carried interest vehicle. Your participation level in the carried interest for 2008 and 2009 will be no less than 1.0 point (no less than 5% of an assumed 20.0 point carry plan) on each year's investments in the Fund. Please note that your carried interest will be through a vehicle to be established by Lehman Brothers which will require you to make an after-tax investment to participate in the carried interest. Your investment in such vehicle will be subject to generally applicable restrictions on transfer, vesting requirements, and other terms to be established by the Firm for employees who participate in such carried interest.

If your employment is terminated by the Firm without Cause, the Firm's right to repurchase your capital contributions and your share of the associated carried interest in the Funds' investments will be terminated and you will be fully vested. Further, except as provided in the immediately prior paragraph, you will no longer be eligible to participate in new Fund investments after the last day of your employment, and you will not be entitled to make any future capital contributions to such funds.

You will also be eligible to participate in our employee benefits program, which will be discussed with you during your orientation session.

Please understand that the terms and conditions of your employment by our Firm are governed by standard Firm policies. Among other things, this means that this offer of employment is conditional upon the successful completion of a background investigation, including reference, credit, criminal and other checks, as well as on your satisfactorily meeting all pre-employment requirements, including, but not limited to, passing a pre-employment drug screen and producing documentation to verify your identity and eligibility to work in the United States. Please contact Gianna DiMaulo at (212) 526-7535 to schedule pre-employment processing.

This letter is not a contract of continuing employment. Your employment by the Firm is for no fixed term, and either you or the Firm may terminate the employment relationship at any time for any reason, subject to any applicable notice requirement. Currently, the Firm's notice policy requires officers of the Firm to provide 30 days' advance written notice of resignation, and provides for 30 days' advance notice by the Firm to its officers in the event of an involuntary termination under certain circumstances.

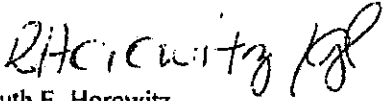
LEHMAN BROTHERS

300 PARK AVE 9TH FLOOR NEW YORK NY 10022

Page 3

Edward, we are enthusiastic and pleased that you are going to be a part of our organization. If you agree with the terms outlined in this letter, please acknowledge same by signing this letter and returning it to me. An additional copy of this letter is enclosed for your files. Please contact me at (212) 526-8872 with any additional questions or concerns.

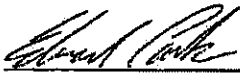
Sincerely,



Ruth E. Horowitz

Accepted and agreed to this 27th day of December 2007

by:



Edward Park

LEHMAN BROTHERS

399 PARK AVE 9TH FLOOR NEW YORK NY 10022

LEHMAN BROTHERS

RUTH F. HOROWITZ
MANAGING DIRECTOR

December 18, 2007
Revised December 20, 2007
Revised January 2, 2008

Charles C. Moore
3010 Cambridge Place, NW
Washington, DC 20007

Dear Charles,

We are delighted to confirm our offer of employment to join Lehman Brothers ("the Firm") in the Merchant Banking Group of the Private Equity Investments division. Your title of Managing Director will be submitted for official approval by the Executive Committee of our Board of Directors as part of the next quarterly approval process.

As discussed, we expect your employment to begin on or about February 28, 2008. Your compensation will be as follows:

Your bi-weekly base salary will be \$200,000, payable in biweekly installments in accordance with our customary payroll practices. For the 2008 performance year (your start date through November 30, 2008), you will be paid total compensation (including base salary) in an amount not less than \$2,000,000, of which the bonus component will be payable on or about January 31, 2009. For the 2009 performance year (December 1, 2008 through November 30, 2009), you will be paid total compensation (including salary) in an amount not less than \$2,000,000, of which the bonus component will be payable on or about January 31, 2010.

The foregoing salary will be paid for all periods of your active employment with the Firm in performance years 2008 and 2009. Your total compensation for the 2008 and 2009 performance years will be paid to you, at times and in amounts stated except that they will not be payable if, before the applicable bonus payment dates, you have resigned or been terminated from the Firm for "Cause". For purposes of this offer letter, "Cause" means a termination of your employment by the Firm because of (i) misconduct material to your employment, (ii) material breach of Firm policies or rules, (iii) dishonesty related to your employment, (iv) violation of laws or regulations material to your employment, or (v) gross negligence or repeated or persistent failure to follow the Firm's reasonable directives following 30 days' notice of such failure and your failure to cure within such 30 days. Your total compensation set forth above may be reduced in the event of an approved leave of absence during the applicable performance year.

At the Firm's discretion, a portion of your total 2008, 2009 and future years' total compensation (combined base salary, bonus, and other compensation) will be payable in conditional equity awards (restricted stock units, options, and/or other equity-based awards) pursuant to the Firm's Equity Award

LEHMAN BROTHERS

90 PARK AVE. 9TH FLOOR NEW YORK, NY 10022

Page 2

Program as then generally in effect for employees at your level. The terms and conditions of the Equity Award Program, including terms and conditions relating to vesting, exercisability, and forfeiture, will be established by the Firm from time to time in its discretion. Based on information that you have provided, you are eligible for a service credit for purposes of "Full Career" treatment under the applicable terms of equity awards you may receive during your employment with the Firm, provided you remain employed with the Firm through the third anniversary of your start date.

All payments described in this letter will be subject to applicable payroll and income tax withholding and other applicable deductions. Your compensation for all periods after performance year 2009 will be determined at the Firm's discretion.

Provided that you have worked full time and have not resigned or been terminated from the Firm for Cause, you will be eligible to purchase a portion of the Firm's share of the profits (the "carried interest") in Lehman Brothers Merchant Banking Partners IV. This purchase will be subject to the terms of the Partnership Agreement for the carried interest vehicle. Your participation level in the carried interest for 2008 and 2009 will be no less than 1.0 point (no less than 5% of an assumed 20.0 point carry plan) on each year's investments in the Fund. Please note that your carried interest will be through a vehicle to be established by Lehman Brothers which will require you to make an after-tax investment to participate in the carried interest. Your investment in such vehicle will be subject to generally applicable restrictions on transfer, vesting requirements, and other terms to be established by the Firm for employees who participate in such carried interest.

If your employment is terminated by the Firm without Cause, the Firm's right to repurchase your capital contributions and your share of the associated carried interest in the Funds' investments will be terminated and you will be fully vested. Further, except as provided in the immediately prior paragraph, you will no longer be eligible to participate in new Fund investments after the last day of your employment, and you will not be entitled to make any future capital contributions to such funds.

You will be eligible for the standard relocation benefits in effect for employees at your level. Your relocation under the Firm's US relocation program will be explained to you and facilitated by Christine Yeung, who can be contacted at (212) 320-6688. This will be explained to you at a mutually convenient time.

You will also be eligible to participate in our employee benefits program, which will be discussed with you during your orientation session.

Please understand that the terms and conditions of your employment by our Firm are governed by standard Firm policies. Among other things, this means that this offer of employment is conditional upon the successful completion of a background investigation, including reference, credit, criminal and other checks; as well as on your satisfactorily meeting all pre-employment requirements, including, but not limited to, passing a pre-employment drug screen and producing documentation to verify your identity and eligibility to work in the United States. Please contact Gianna DiMaulo at (212) 526-7535 to schedule pre-employment processing.

This letter is not a contract of continuing employment. Your employment by the Firm is for no fixed term, and either you or the Firm may terminate the employment relationship at any time for any reason, subject to any applicable notice requirement. Currently, the Firm's notice policy requires officers of the Firm to provide 30 days' advance written notice of resignation, and provides for 30 days' advance notice by the Firm to its officers in the event of an involuntary termination under certain circumstances.

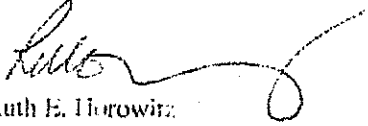
LEHMAN BROTHERS

300 PARK AVENUE, 29TH FLOOR, NEW YORK, NY 10022

Page 3

Charles, we are enthusiastic and pleased that you are going to be a part of our organization. If you agree with the terms outlined in this letter, please acknowledge same by signing this letter and returning it to me. An additional copy of this letter is enclosed for your files. Please contact me at (212) 526-8872 with any additional questions or concerns.

Sincerely,



Ruth E. Horowitz

Accepted and agreed to this 28th day of January 2008

by: 
Charles C. Moore